

*Suzanne Henderson*  
**NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT OF OIL AND GAS LEASE**

STATE OF TEXAS        }  
                                      }  
 COUNTY OF TARRANT    }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Haverty Furniture Companies, Inc., as Lessor, did execute and deliver unto XTO Energy Inc., as Lessee, an Oil and Gas Lease dated October 24, 2008 (the "Lease"), recorded as Instrument Number D208437725 of the Official Public Records of Tarrant County, Texas covering 3.5 acres of land, more or less, being more particularly described in the above described Lease;

WHEREAS, Lessor and Lessee desire to amend the Lease in accordance with this instrument.

NOW, THEREFORE, for and in good consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby amend the Lease, as follows:

Page 5, Article 6(d), Line 9, the following is hereby deleted:

"A Retained Tract for a horizontal well may include the applicable acreage set forth herein for a vertical well plus the additional acreage listed in the tables in Rule 86 for fields with a density rule greater than 40 acres."

and replaced by the following:

"A Retained Tract for an horizontal well may not exceed 320 acres."

Lessor hereby adopts, ratifies and confirms the Lease as to all of the terms and provisions therein, as hereby amended, and Lessor does hereby grant, lease, let and demise unto XTO Energy Inc., as Lessee, the lands covered by the Lease, in accordance with all of the terms and provisions of the Lease, as amended hereby.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns.

Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed this the 6<sup>th</sup> day of April, 2009, but shall be effective for all purposes as of the date of the Lease.

LESSOR:

Haverty Furniture Companies, Inc.

*[Signature]*  
 Rawson Haverty, Jr.,  
 SVP of Real Estate & Development

LESSEE:

XTO Energy Inc.

Edwin S. Ryan, Jr. *ms*  
Edwin S. Ryan, Jr.  
Senior Vice President – Land Administration

STATE OF ~~TEXAS~~ Georgia }  
COUNTY OF Henry }

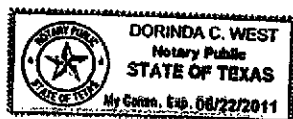
This instrument was acknowledged before me on this 6<sup>th</sup> day of April, 2009, by Rawson Haverty, SVP of Real Estate and Development of Haverty Furniture Companies, Inc., a Maryland corporation, on behalf of said corporation.



Dawn R. Daniel  
Notary Public, State of Georgia

STATE OF TEXAS }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on this 20<sup>th</sup> day of May, 2009, by Edwin S. Ryan Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Dorinda C. West  
Notary Public, State of Texas